

After signing, return to:
Taylor, Bean & Whitaker Mortgage Corp.
Attention: Loss Mitigation Department
1417 N. Magnolia Ave.
Ocala, Florida 34475

Prepared by: Roxanna Simpson

Taylor, Bean, & Whitaker Loan: 584315
FHA Case Number: 281-3102248
MERS MIN: 100029500005843150

MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT IS TO BE EXECUTED IN DUPLICATE ORIGINALS
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective
Keidron N. Henderson
and Canidra L. Henderson

December 1, 2005 , between

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Electronic Registration Systems
Taylor Bean & Whitaker Mortgage corp.

("Borrower(s)" and
("Lender"),

as nominee for
("Mortgagee") amends and supplements

(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated
July 9, 2004 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as
mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,
Michigan 48501-2026) in the original principal sum of U.S. \$ 157,528.00
and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on
July 22, 2004 , in Book/Libra 2034
, at page(s) 134-142 , or Instrument Number N/A
, of the Official Records of De Soto
[County and state, or other jurisdiction]. County in the State of Mississippi

The Security Instrument, which was entered into as security for the performance of the Note, encumbers
the real and personal property described in the Security Instrument (and defined in the Security Instrument
as the "Property") which is located at
4788 Derby Drive Southaven, Mississippi 38671
[Property Address].

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That real property is described as follows:

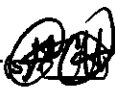
A part of the Southwest Quarter of Section 16, Township 16 North, Range 4 East, more particularay described as follows:

Lot 26, Section "A", BENNDALE FARMS Subdivision, in Section 17, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 49, Page 49-50, in the Office of the Chancery Clerk DeSoto County, Mississippi, which plat reference is hereby made for a more particular description of said property.

This being the same proerty conveyed to the grantors by a deed recorded ar Instrument Number 0321-0566, in the Chancery Clerk's Office of DeSoto County, Mississippi.

Parcel Number: 1084-1701.0-00026.00 Section 17 Township 1 South Range 8 West
 Property commonly known as : 4788 Derby Drive, Southaven, Mississippi 38680

The Borrower(s) has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower(s) represents that the Borrower(s)  is, () is not, the occupant of the Property.
2. The Borrower(s) acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of U.S. \$4,727.76 have been added to the indebtedness under the terms of the Note and Security Instrument. As of December 1, 2005 , the amount including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$160,416.33 .
3. The Borrower(s) promise(s) to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance Balance at the rate of 6.5000% , beginning December 1, 2005 . The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,029.45 , beginning on January 1, 2006 , and continuing thereafter on the same date of each succeeding month. If on August 1, 2034 , (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475 or at such other place as the Lender may require.

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4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.5000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were part of this Modification. [Check applicable box(es)]
 - () 1-4 Family Rider - Assignment of Rents
 - (X) Modification Due on Transfer Rider

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[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

12/14/05
 Date

12/14/05
 Date

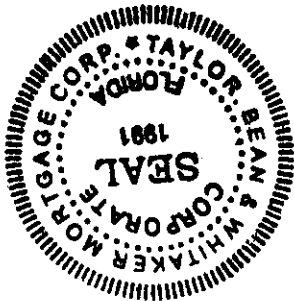
 Date

 Date

(Two witnesses required for Borrower(s))
 (One may be the Notary)

2-10-06
 Date

(Corporate Seal is Required)



Keidron N. Henderson (Seal)
 Keidron N. Henderson Borrower

Canidra L. Henderson (Seal)
 Canidra L. Henderson Borrower

 Borrower (Seal)

 Borrower (Seal)

[Signature]
 Witness

[Signature]
 Witness

Taylor, Bean & Whitaker Mortgage Corporation

[Signature] Lender
 By: *[Signature]*
 Erla Carter-Shaw

Its: Executive Vice President

[Signature]
 By: *[Signature]*
 Nathan J. Sands
 Mortgage Electronic Registration Systems, Inc.

[Signature]
 Witness

[Signature]
 Witness

[See Attached Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of: Mississippi
County of: DESOUD

Before me, a Notary Public, in and for said County, personally appeared the above named
Keidron N. Henderson and Canidra L. Henderson

known to me or who has produced A MISSISSIPPI DRIVER LICENSE who is personally
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is
his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 14th day of December 2005 (date)

(Notary Seal is Required)

[Signature] (Signature)
Notary Public, state of: MISSISSIPPI
My Commission Expires: 7-13-06
DESOUD CO. MISSISSIPPI

LENDER ACKNOWLEDGMENT

State of: Florida
County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Eria Carter-Shaw, the
Executive Vice President of Taylor, Bean & Whitaker Mortgage Corporation, known to me to be a person whose name
is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the
purpose and consideration therein expressed as the act and deed of said corporation/association and in
the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 14th day of December 2005 (date)

(Notary Seal is Required)

[Signature] (Signature)
Notary Public, state of: MISSISSIPPI
My Commission Expires: 7-13-06
DESOUD CO. MISSISSIPPI


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NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNDERWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to or relays repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.



Keidron N. Henderson Borrower



Canidra L. Henderson Borrower

Borrower

Borrower

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ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, as investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will confirm and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Date effective this 14th day of December 2005 [date]

Keidron N. Henderson
 Borrower

Canidra L. Henderson
 Borrower

Borrower

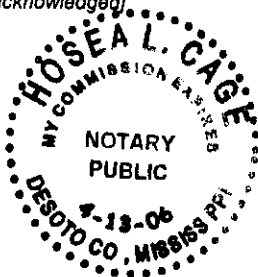
Borrower

State of: MISSISSIPPI
 County of: DESOUD

The foregoing instrument was acknowledged before me on December 14, 2005 [date]
 by Keidron N. Henderson and Canidra L. Henderson

[name of person(s) acknowledged]

(seal)



Hosea L. Cage
 Notary Public, State of MISSISSIPPI

My Commission Expires 4-13-2006

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MODIFICATION DUE ON TRANSFER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on December 1, 2005
is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement
of the same date made by Keidron N. Henderson
and Canidra L. Henderson

(the "Borrower(s)")
and Taylor, Bean & Whitaker Mortgage Corporation (the "Lender") covering the Property described in the Loan
Modification Agreement located at:

4788 Derby Drive Southaven, Mississippi 38671

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower(s)
and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security
Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agrees as follows:

Transfer of the Property of a Beneficial Interest in Borrower(s).

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in
Borrower(s) is sold or transferred and Borrower(s) is not a natural person) without Lender's prior
written consent, Lender may, at its option, require immediate payment in full of all sums secured
by the Security Instrument. However, this option shall not be exercised by Lender if exercise is
prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower(s) notice of acceleration. The notice
shall provide a period of not less than thirty (30) days from the date the notice is delivered or
mailed within which Borrower(s) must pay all sums secured by the Security Instrument. If
Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any
remedies permitted by the Security Instrument without further notice or demand on Borrower(s).

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B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

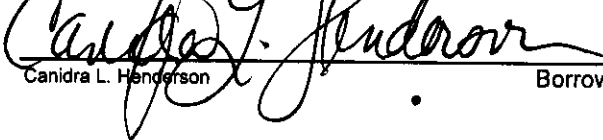
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Date

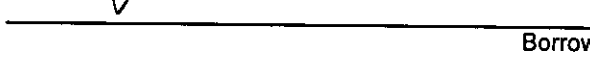
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Date

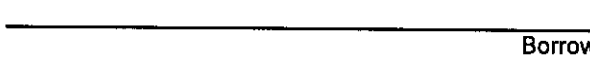
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Date


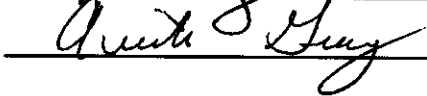

Keidron N. Henderson Borrower (Seal)


Canidra L. Henderson Borrower (Seal)

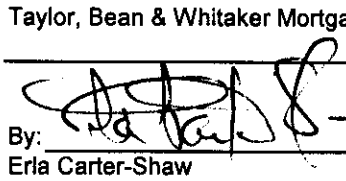
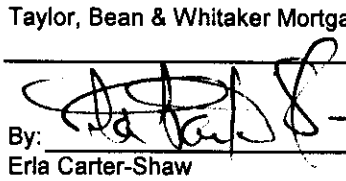

Borrower (Seal)


Borrower (Seal)

(Two witnesses required for Borrower(s))
(one may be the Notary)


Witness

Witness

2-10-06
Date

Taylor, Bean & Whitaker Mortgage Corporation

Lender
By: 
Eria Carter-Shaw

(No witnesses required for Lender)

Its: Executive Vice President